

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

ALLAN C. DYER

V

NORTHERN ILLINOIS GAS COMPANY

d/b/a NICOR GAS COMPANY

No. 11-0502

Complaint as to billing/charges)

in Maywood, Illinois.

Chicago, Illinois

July 21, 2011

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES:

MR. ALLAN C. DYER

1904 Washington Boulevard

Maywood, Illinois

appeared pro se;

MR. PAUL PADRON

1844 Ferry Road, Suite 7W

Naperville, Illinois 60563

appeared for Respondent.

SULLIVAN REPORTING COMPANY, by

Teresann B. Giorgi, CSR

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I N D E X

Witnesses:

Dir.

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By
Examiner

None

E X H I B I T S

APPLICANT'S

FOR IDENTIFICATION

IN EVIDENCE

1 JUDGE RILEY: Pursuant to the direction of
2 the Illinois Commerce Commission, I call
3 Docket 11-0502. This is a complaint by Allan C.
4 Dyer versus Northern Illinois Gas Company d/b/a
5 Nicor Gas Company.

6 And, Mr. Dyer, you are appearing
7 without counsel at this point, is that correct?

8 MR. DYER: Yes, sir.

9 JUDGE RILEY: And the address that you're
10 complaining about and your service address is
11 1904 Washington Boulevard in Maywood?

12 MR. DYER: That's correct.

13 JUDGE RILEY: And, Mr. Padron, would you enter
14 an appearance for the Respondent.

15 MR. PADRON: Paul Padron, P-a-d-r-o-n, for
16 Nicor Gas Company, 1844 Ferry Road, Suite 7W,
17 Naperville, Illinois 60563. My phone number is
18 630-388-3660.

19 With me is Carlton Coleman from our
20 Customer Relations Department.

21 JUDGE RILEY: Thank you.

22 Mr. Dyer, your complaint seems fairly

1 straightforward. You were sent a bill for \$617.78
2 by Nicor due to a gas leak in an alley that they
3 claim was your responsibility.

4 MR. DYER: Yes.

5 JUDGE RILEY: By virtue of a settlement,
6 apparently, orchestrated by the Illinois Commerce
7 Commission, you paid \$343.28 and yet you say -- I
8 don't know, the numbers don't add up, you say you're
9 now getting billed for 764.40 and they're sending
10 you notices of disconnection?

11 MR. DYER: Yes, I received two notices. I
12 thought that everything was taken care of. I have a
13 letter here from Mr. Carlton Coleman. He said he
14 wanted me to pay -- from a period of 8-13-2010 to
15 current, which was several months ago, which was 154
16 days, \$343.28. I paid that up, but I paid it in
17 parts. And when I paid it off everything should
18 have been zero. I kept getting bills for \$600,
19 \$700. And I got notice of disconnection, If you
20 don't pay what -- \$647.50, we're going to disconnect
21 you. 764.40, We're going to disconnect you.

22 JUDGE RILEY: And do those notices say that the

1 amounts due are related to the same leak that you
2 were billed for -- my question is, is there some
3 other usage, possibly, involved there?

4 MR. DYER: Not to my knowledge. This is
5 referring, I believe, to this gas leak. Because the
6 original bill that I got for the gas leak had no
7 dates of usage. All it had was zero, zero, zero on
8 the balance on the dates, but the amount was there
9 that they demand that I pay.

10 And it was an outside work. Their
11 construction crew came and took care of the leak on
12 the outside, you know, and then I got the bill.
13 It's right here. On the date of 12-14-2010, I had
14 service address, 1904 Washington Boulevard, Maywood,
15 zero, zero date -- zero days, bill, \$612.83 at that
16 time.

17 JUDGE RILEY: Okay.

18 MR. DYER: So they have no dates as to, you
19 know, usage.

20 JUDGE RILEY: No usage dates. Okay. And now
21 that has swelled to 764.40. Is that the last one
22 you received?

1 MR. DYER: Let's see. Actually, I just received
2 a new one. Now it's \$963.49. That also includes a
3 utility charge which is \$40.66. I paid that off
4 yesterday.

5 JUDGE RILEY: All right.

6 MR. DYER: All my bills that came, the new bills
7 that came, I paid.

8 JUDGE RILEY: Right.

9 MR. DYER: Except for this gas leak work that
10 they did that they want me to pay for.

11 JUDGE RILEY: So you've paid the usage all
12 along.

13 MR. DYER: Right. Absolutely. Yes, sir.

14 JUDGE RILEY: Mr. Padron, what's Nicor's look at
15 this?

16 MR. PADRON: With all due respect, Judge, I
17 think Mr. Coleman might be better to answer that
18 question.

19 JUDGE RILEY: Sure.

20 MR. COLEMAN: So with regards to the current
21 payments to date, the last payment was actually
22 April 19th, that was in the amount of \$298.02.

1 There hasn't been any current payments since then.

2 With regards to the leak, Nicor did
3 come and removed the meter -- actually, there was a
4 meter exchange from the inside to the outside.
5 Where the leak was, though, it was actually on the
6 inside, on the customer's property -- or the
7 customer's premise. Nicor covers everything up to
8 the premise and then anything in the inside, of
9 course, it's the customer's responsibility, and
10 that's where the leak was. And this was actually
11 explained to Mr. Dyer. There was an initial cancel
12 and rebill that was done.

13 Nicor then went back after looking at
14 the usage because its usage went from the 29 cc's,
15 you know, cubic feet of gas a day to once the meter
16 exchange was done to about 6 or 7 cubic feet of gas
17 a day. So Nicor went back and rebilled the
18 customer. And this was actually explained to
19 Mr. Dyer when he contacted us in March and also when
20 he contacted us in April when the last payment was
21 received.

22 I have not had any contact with

1 Mr. Dyer since April of this year.

2 JUDGE RILEY: And so that \$900 figure that he
3 just quoted that's due to a rebilling after Nicor
4 reconfigured --

5 MR. COLEMAN: That's correct. Not only is it
6 due to a rebilling, but it's also due to the last
7 four months of nonpayment. So the 903.49 is a true
8 up balance. I removed every late pay charge, every
9 interest fee, everything like that. That's just
10 solid numbers there at that point.

11 JUDGE RILEY: Okay. So the \$900 charge that
12 he's talking that's the reconfigured amount for the
13 leak plus his usage.

14 MR. COLEMAN: That is correct.

15 JUDGE RILEY: And this is after -- tell me --
16 Mr. Dyer, tell me about the settlement through the
17 Illinois Commerce Commission. I take it you filed
18 an informal complaint.

19 MR. DYER: The settlement -- you mean the letter
20 I received from Mr. Coleman?

21 JUDGE RILEY: No, it says in your complaint to
22 the Illinois Commerce Commission, Nicor finally

1 settled with me to pay 343.28.

2 MR. DYER: Right. Right. Right. Here's the
3 letter right here from Mr. Coleman. His signature
4 is here. 343.48.

5 MR. COLEMAN: Can I see that?

6 MR. DYER: But then it was ignored -- he said
7 that he tried to get in touch with me. He called me
8 a couple of times, but then when I respond to his
9 calls he never answered. I left messages a half a
10 dozen times. You know, when I talked to the
11 Illinois Commerce Commission, Mr. Schwab, he told
12 me, Well, you know what, you did what you have to
13 do. There was no follow-up from Mr. Coleman. I
14 believe that was ignored, you know. I couldn't
15 speak to him. And, you know -- because my question
16 was, Why am I still getting this bill? You agreed
17 on the settlement. I agreed on it.

18 MR. COLEMAN: Actually, it's not a settlement.
19 We offered a deferred --

20 MR. DYER: Well, whatever it is, sir --

21 MR. COLEMAN: -- payment --

22 MR. DYER: -- I agreed on.

1 MR. COLEMAN: -- a payment arrangement which you
2 did not enter into.

3 MR. DYER: What payment arrangement? That's the
4 payment arrangement?

5 MR. COLEMAN: It says, Deferred payment
6 arrangement there, Mr. Dyer, not a settlement.

7 MR. DYER: For what?

8 MR. COLEMAN: For the amount.

9 MR. DYER: For 154 days. That was the amount of
10 gas that was used.

11 MR. COLEMAN: Right. And I offered you a
12 deferred payment arrangement, you did not agree to
13 it.

14 MR. DYER: Well, where's the rest of the payment
15 at on here?

16 MR. COLEMAN: Sir, if you contacted me to go
17 over the --

18 MR. DYER: I tried to contact you. You would
19 not respond.

20 MR. COLEMAN: Mr. Dyer, we went back and forth.
21 There was no response. The last response I got was
22 actually from John Schwab asking if the payment

1 arrangement was --

2 MR. DYER: I did not --

3 THE REPORTER: Wait a second.

4 JUDGE RILEY: Okay. Let's --

5 MR. COLEMAN: The last call I received was from
6 John Scwab, the counselor at the Illinois Commerce
7 Commission and he asked if the deferred payment
8 arrangement, not a settlement, a deferred payment
9 arrangement was still on the table, that was in
10 April, the latter part of April, and I said, Yes.
11 And there was nothing beyond that.

12 The next thing I knew, he had
13 requested formal papers and here we are.

14 JUDGE RILEY: All right. Mr. Dyer.

15 MR. DYER: Well, you know, I tried to contact
16 him so many times, so I finally went through
17 Mr. John Schwab and he's able to contact him. Okay.
18 This man did not respond to me at all. He did not
19 explain this to me. I did not -- all I know is that
20 it's saying that for a total of 154 days, which was
21 the amount. Now, how in the world can, in one
22 month, one month, \$600 worth of gas is used? It was

1 still in the summer. It was not -- you know, it's
2 not like I had my furnace on or anything, anything
3 like this. They came and they changed the meter
4 from inside to outside, which, you know, that's what
5 they wanted to do. They did no repairs inside.
6 Absolutely nothing.

7 MR. COLEMAN: I'm sorry. With all due respect,
8 Mr. Dyer, that's not --

9 MR. DYER: That's the repair -- the repair was
10 done outside.

11 JUDGE RILEY: We can only have one person speak
12 at a time.

13 MR. COLEMAN: My apologies.

14 JUDGE RILEY: That's all right.

15 MR. COLEMAN: The \$600 balance that's four
16 months and some days. That is not a one-month bill,
17 sir.

18 MR. DYER: Let me ask you this question, why --

19 MR. COLEMAN: Sure.

20 MR. DYER: -- why is it that you have \$612 with
21 zero, zero dates on here -- zero, zero days.

22 MR. COLEMAN: Because any time Nicor does a

1 cancel and rebill and we go back, we take the days,
2 it's 154 days, and it will not show the billing
3 period on those days. So that's why it says zero
4 days. It will not actually print out the days from
5 which it was rebill to rebill until the next bill
6 and that's what your other bill showed, 154 days.

7 MR. DYER: When that gas leak happened they sent
8 one of their technicians out and the guy told me, he
9 says, Man, that meter is spinning like this
10 (indicating). The new meter they put in, the
11 construction company that they hired put in, it's
12 spinning like this (indicating). He said, You're
13 going to get a big gas bill. It was going like this
14 (indicating).

15 What do I have to do with that?

16 JUDGE RILEY: I'm not sure, but one of the
17 questions I have for Nicor is --

18 MR. COLEMAN: Sure.

19 JUDGE RILEY: If there is a leak inside the
20 customer's premises, does Nicor investigate the
21 cause of the leak?

22 MR. COLEMAN: We do. They will look at the

1 cause of the leak. And it said that -- according to
2 the tech's notes on the meter, the customer's piping
3 running through his yard under the ground -- under
4 the garage. The leak was actually under his
5 pavement. But it was the piping to the house. It
6 was not Nicor's pipes. It was the piping to the
7 house there. Because the meter was initially inside
8 the garage there.

9 JUDGE RILEY: So in other words, the pipes that
10 you're talking about that were leaking were
11 installed by the people who built the house?

12 MR. COLEMAN: That is correct.

13 JUDGE RILEY: So they are not Nicor's pipes.

14 MR. COLEMAN: No.

15 JUDGE RILEY: That makes the resident
16 responsible then.

17 MR. COLEMAN: That is correct.

18 JUDGE RILEY: Okay.

19 MR. DYER: Why is it when the construction crew
20 came out to repair this leak they were in the alley.
21 They actually dug up in the middle of the alley
22 where their pipe is. And the people who were there

1 told me, he said, The leak is right here at this
2 spot. They had several people. One guy digging it
3 up. And you can see this big pipe coming up,
4 straight up. It wasn't going in the garage
5 anywhere. He says, That's where the leak is. He
6 says, We're going to cap it off and fix this leak.

7 MR. COLEMAN: No, we would have to dig to the
8 service to get to your pipe.

9 MR. DYER: Well, I'm just saying that's where
10 they were working at. They never worked anywhere
11 near my garage.

12 MR. COLEMAN: And they wouldn't touch that.
13 They would make it safe from where our property is.

14 JUDGE RILEY: One of the other questions I have
15 for Nicor is that when a home builder installs these
16 gas pipes to connect with Nicor, is it according to
17 Nicor's specifications or can they use any kind of
18 pipe they want?

19 MR. COLEMAN: Well, I mean -- honestly, that I
20 cannot speak to directly.

21 JUDGE RILEY: Couldn't that be a very common
22 problem if they decided to cut costs they could put

1 in substandard grade pipe.

2 MR. COLEMAN: Probably, but hopefully

3 contractors and plumbers would not do that. They

4 know exactly --

5 JUDGE RILEY: It still could be a guess.

6 MR. COLEMAN: Correct.

7 MR. DYER: Can I show you this, sir

8 (indicating)?

9 JUDGE RILEY: And that would still make the

10 homeowner responsible -- the account holder

11 responsible if the pipe -- the pipe was on his

12 premises.

13 MR. COLEMAN: Absolutely.

14 MR. DYER: For the month of November, right

15 here, it shows that this -- this graph right here,

16 that's how much gas was used up (indicating).

17 JUDGE RILEY: Right.

18 MR. DYER: I had no furnace on. I had nothing

19 on.

20 JUDGE RILEY: It sounds like it was due to the

21 leak.

22 MR. DYER: It was due to a leak. And this was

1 not taking place until the people -- the
2 construction crew that they hired to put -- change
3 that meter, came out and put that meter in. As soon
4 as they put that meter in this is what happened. Is
5 that my fault?

6 MR. PADRON: Is that the rebill, though?

7 MR. COLEMAN: That was the rebill.

8 And then also --

9 MR. DYER: And then -- and then --

10 JUDGE RILEY: I said, only one person can talk
11 at a time.

12 Mr. Coleman, were you finished?

13 MR. COLEMAN: Yes -- no, no.

14 So in November when we actually did
15 come and exchanged the meter, our tech did explain
16 to Mr. Dyer, I have documentation showing that they
17 explained to him, that the pipe needs to be
18 exchanged. You need to remove that pipe and replace
19 it. There was a letter sent by Nicor on December 9,
20 2010, where we actually tagged his pipe as
21 unsatisfactory, saying that you need to get this
22 replaced because it is hazardous at that point.

1 So we did send out notification
2 letting him know, this is what we found when we were
3 there when we exchanged the meter on your pipes and
4 you do need to do something about that.

5 JUDGE RILEY: Was it a substandard pipe to begin
6 with or did it just deteriorate over time?

7 MR. COLEMAN: Just deteriorating, corrosion over
8 time.

9 JUDGE RILEY: All right. Mr. Dyer, you were
10 saying?

11 MR. DYER: When I spoke with Mr. Coleman he told
12 me -- I asked him, I says, What is this bill for?
13 Well, okay, let me say it again.

14 When I spoke to one of their
15 representatives, I was told that this bill was for
16 the usage of the month of November. I didn't have
17 my furnace on. I don't cook that much. I don't use
18 much gas. The most gas that's used up would be the
19 hot water heater tank. And look at that. Look at
20 that (indicating). That was for the month.

21 Then when I spoke to him, then they
22 told me, No, it's for the leak, you know. They

1 couldn't explain what it was for exactly. So I
2 says, For the leak? It's your fault. The leak?
3 You put a meter in. I didn't ask you to put no
4 meter in.

5 As soon as they put that meter in --
6 you know, if you -- since he's blaming me for an
7 inside leak, which never got repaired apparently,
8 there's no leak in there -- when they work on old
9 plumbing and disturb a pipe that's old and rusty,
10 sure it might leak. Is that my responsibility?

11 JUDGE RILEY: Well, that's my next question. If
12 the pipe never got replaced, which you say it
13 didn't --

14 MR. DYER: I never replaced no pipe. I never
15 called no plumber in to do no work.

16 JUDGE RILEY: -- then how was the leak repaired?

17 MR. COLEMAN: We just repaired -- we repaired
18 the meter on our side. There was so much -- from
19 my understanding, so much gas going from the leak
20 to the meter, they did a meter exchange from the
21 inside to the outside so we could have access to the
22 meter. Initially we had problems getting to the

1 meter. That's what the initial complaint was about.

2 Then we started seeing the excessive usage and we

3 deemed that that was the pipe then at that point.

4 JUDGE RILEY: And so the pipe, for all we know,

5 is still leaking.

6 MR. COLEMAN: The pipe, for all we know, is

7 still having that problem.

8 JUDGE RILEY: Isn't that a hazard -- isn't that

9 a health hazard?

10 MR. COLEMAN: Which is why we sent letters to

11 the customer.

12 MR. PADRON: Just real quick.

13 We moved his meter from inside to

14 outside.

15 MR. COLEMAN: Yeah.

16 MR. PADRON: The leak was occurring prior to us

17 moving the meter to the outside?

18 MR. COLEMAN: That is correct.

19 MR. PADRON: Okay. So -- I don't want to

20 speculate as to what -- where that pipe is, but

21 perhaps us -- and this is really a question for our

22 field techs -- perhaps Nicor moving the meter from

1 the inside, where there was a leak, to the outside,
2 fixed the problem, correct? I mean, is that a
3 possibility?

4 MR. COLEMAN: Yeah, there's a possibility.
5 There's a possibility.

6 JUDGE RILEY: But gas is still flowing to
7 Mr. Dyer's premises, is that correct?

8 MR. COLEMAN: Yeah.

9 JUDGE RILEY: You have gas service.

10 MR. DYER: I have service.

11 MR. COLEMAN: He still has his monthly bills.
12 And the usage has decreased substantially. I mean,
13 I did look at it yesterday for about the last five
14 months.

15 MR. DYER: Certainly, the furnace is not on.

16 JUDGE RILEY: So somehow moving the meter did
17 decrease the gas usage or somehow affected the leak
18 it seems. Because if the pipe hadn't been
19 replaced --

20 MR. PADRON: Yeah, I think it fixed the leak. I
21 think it was an inadvertent -- or a by-product of
22 moving the meter from the inside to the outside.

1 MR. DYER: My bills are the same before they
2 came and it's the same now except for when they
3 changed that meter. When that crew came out, the
4 guy asked me, he says, Can I put this meter right --
5 the inside meter is here and the outside meter --
6 there was a spot there which was kind of easy for
7 him to just put a short piece of pipe -- Can I put
8 it right there? I says, Fine. He put it right
9 there. He had no problem with that.

10 He says that was a problem to put that
11 in, that was no problem. The guy drilled his hole
12 and put his pipe in and start connecting of the
13 pipes once he got set up. There was no problem
14 there.

15 JUDGE RILEY: What -- how much --

16 MR. DYER: As soon as they left, the next thing
17 I know I got this bill. As a matter of fact, this
18 gas leak, I'm trying to figure out why -- what is
19 this smell, because it's underground, it's hard to
20 really detect gas that's underground. I looked in
21 my -- I even took my car to the shop to have the gas
22 tank checked out to see if there was a leak on it,

1 there was no leak.

2 Then my neighbor told me, she says,
3 You know what, this leak, it's out here. And I went
4 there and smelled it. You have to call the gas
5 company. I should have called the fire department.

6 MR. PADRON: Mr. Dyer, if I may, where did
7 you --

8 MR. DYER: That's -- you know, somebody could
9 have smoked a cigarette --

10 JUDGE RILEY: No, I understand that.

11 MR. DYER: -- and blew up the neighborhood.

12 JUDGE RILEY: It could be a public safety --

13 MR. DYER: I mean, it was really hazardous.

14 People were complaining, This bad odor.

15 JUDGE RILEY: Mr. Padron?

16 MR. DYER: We finally realized it's a gas leak.

17 JUDGE RILEY: All right.

18 MR. PADRON: Mr. Dyer, if I may, where did you
19 smell the gas? Did you smell it in the --

20 MR. DYER: In the alley. That's where it was.
21 And some of the fumes was all over in the yard part
22 of the building (sic) like that. The fumes -- as

1 soon as you go by the alley you smell the fumes.

2 And then I have, like, concrete -- a concrete
3 driveway there with a wired fence and everything, in
4 that area you smell it.

5 And when that crew came out, they sent
6 a technician out, and he had his meter detector and
7 he told me, The leak is all here in the alley.

8 MR. PADRON: Mr. Dyer, did you smell the gas in
9 your garage?

10 MR. DYER: I could smell some of it, yeah. The
11 odor was all over. It was in another lady's yard,
12 too. That's why the lady -- my neighbor came and
13 told me, You know, it's got to be a gas leak. I
14 couldn't figure out what it was.

15 JUDGE RILEY: All right.

16 MR. COLEMAN: So here, when we came out on the
17 2nd, that's when the -- where we actually did come
18 out to do the repair --

19 MR. PADRON: 2nd of what?

20 MR. COLEMAN: The 2nd of November.

21 The tech did explain to Mr. Dyer that
22 the leak was found on his piping running through the

1 yard to the garage in the ground. We valved it off
2 and we did make leak repairs. We actually installed
3 a plug to shut it off. So it was actually repaired.
4 But, again, that is not Nicor's responsibility to
5 replace it. We can only do a repair to it.

6 JUDGE RILEY: I understand. But how is he
7 getting gas service now if it was capped -- he
8 wasn't capped off --

9 MR. PADRON: No, only capped off so we can make
10 the repairs.

11 JUDGE RILEY: I see.

12 MR. PADRON: We'll turn it back on.

13 JUDGE RILEY: Right.

14 MR. PADRON: The repairs are done. That's why
15 the two letters came subsequently after that for him
16 to replace that pipe.

17 JUDGE RILEY: And to you knowledge, it has never
18 been replaced.

19 MR. DYER: Never been replaced. I've had
20 somebody look at it and said it was fine.

21 MR. PADRON: You said you had someone come out?

22 MR. DYER: Afterwards. Afterwards. After all

1 this I had somebody check that out.

2 JUDGE RILEY: Somebody actually dug up the yard
3 and -- or gotten down to the pipe itself?

4 MR. DYER: No. No. No. I'm talking about
5 inside my house where they claim that the leak was
6 from.

7 JUDGE RILEY: Okay.

8 MR. DYER: There's no leak there. I mean, it's
9 fine.

10 JUDGE RILEY: You're not smelling any gas.

11 MR. DYER: I mean, there might be some problem
12 with the exhaust from the hot water heater. I got a
13 letter from Nicor saying they want us to fix that
14 carbon monoxide that might be emitting inside your
15 house. That's a letter that I got from them.

16 MR. COLEMAN: That's just a regular --

17 MR. DYER: I don't need you guys to fix it for
18 me.

19 JUDGE RILEY: You're not smelling any gas now?

20 MR. DYER: No, I'm not smelling any gas. I
21 smelled any gas.

22 JUDGE RILEY: Right.

1 MR. DYER: Not in the inside of my house. It
2 was on the outside.

3 JUDGE RILEY: No, I understand that. That's
4 where the pipe was. That was where the pipe was on
5 the outside.

6 MR. COLEMAN: I do know this much, if Nicor
7 sends out letters, two in this case, that say that a
8 pipe needs to be replaced, I certainly wouldn't want
9 this to happen but if that pipe is not replaced we
10 would probably have this issue again moving forward
11 at some point in the future.

12 MR. DYER: Well, how are you going to have this
13 issue when this took place when that crew came out
14 and switched that meter, that's when this happened.
15 All the other ones so far, it's been normal since
16 you fixed it. You said you found the problem at the
17 meter afterwards, you know. I never had this
18 problem before. I've been -- I've been living in
19 the house for about eight years dealing with Nicor
20 Gas, never had this problem. As soon as they came
21 and changed the meter I get blamed for a gas leak.

22 JUDGE RILEY: As Nicor explained, the problem

1 with the leak is it was on the premises -- or within
2 the premises, within the area in which you live. In
3 Nicor's -- I suppose it's in your tariffs --

4 MR. COLEMAN: Yes, it is.

5 JUDGE RILEY: -- that makes it the homeowner's
6 responsibility -- or the resident's responsibility,
7 whoever the accountholder is.

8 And I'm wondering now, where do we go
9 from here? What is Nicor's stance? The last bill
10 that he was sent, is that still owed?

11 MR. PADRON: As Mr. Coleman stated, the last
12 payment we received was on the 19th of April of this
13 year. And his account balance today with no late
14 fees, strictly just gas usages and services,
15 \$903.49.

16 JUDGE RILEY: 903.49 is due?

17 MR. PADRON: Yeah, 903.49, that's today. And
18 that's just straight gas usage and service. That's
19 no late fees or anything else.

20 What I would like to do, if your Honor
21 is amenable to this, is I'd like to actually try and
22 speak with either the field tech who was out there

1 or -- I don't know if we -- we do have a
2 subcontractor that we use, NPL, Northern Pipe Line,
3 and sometimes they will do the job, sometimes Nicor
4 does the job themselves. I'd like to see if I could
5 speak with whoever serviced this line, whoever wrote
6 the notes in our database. Because the notes in the
7 database say that they spoke with Mr. Dyer. They
8 explained to him that the problem was on his
9 premises.

10 MR. DYER: He did. He accused me. He accused
11 me. He blamed me. And I told him, I says, How can
12 that be all of a sudden when this meter has been
13 changed? All of a sudden you tell me that I used up
14 \$600 worth of gas in one month? I don't even have
15 my furnace on or anything like that. When the
16 furnace is -- first come on when, you know, it gets
17 a little chilly or what have you, the bill is
18 usually about 65 or \$70, not 600 and something
19 dollars.

20 MR. PADRON: So as I was saying, I'd like
21 to just speak with tech and get a better
22 understanding ---

1 MR. DYER: He automatically -- when I saw him,
2 he was out there and he tells me, The meter is
3 spinning. Oh, you're going to get a big gas bill.
4 He automatically told me that the fault is on me on
5 the inside and he never even came inside yet. He
6 automatically said that. So I'm like (indicating).

7 JUDGE RILEY: Let's hear from Nicor and see what
8 they can do.

9 You want to talk to a field
10 technician?

11 MR. PADRON: Yeah, that's what I was saying.
12 I'd just like to get a better understanding of what
13 actually the problem was, where it was and hear from
14 either the Nicor tech or the NPL tech as to what --
15 you know, what the problem was, how they fixed it,
16 how they dealt with it and deal with it from that
17 point.

18 Because, you -- I understand that
19 Mr. Dyer is upset and I don't want him to pay for
20 something that he doesn't owe on. I want to get
21 this right. At the same time, though, and what
22 takes priority is that if there is still a pipe on

1 the premises that is eroded or not up to standard, I
2 want to make sure that that's dealt with properly to
3 make sure everyone is safe and that there's no
4 hazardous condition on his property.

5 JUDGE RILEY: All right.

6 MR. PADRON: If I could get some time to speak
7 with the field tech, find out what the situation is
8 and then go from there, that's my suggestion at this
9 point.

10 MR. COLEMAN: And with regards to billing, until
11 that time it's finished -- I think Mr. Dyer
12 mentioned earlier that he had had a couple of
13 disconnection notices, we did cease all collection
14 activities, all severance activity. So his account
15 is not in any jeopardy. Of course his monthly usage
16 is still, you know, each and every month -- so, at
17 least, from April on, that should be brought
18 current.

19 JUDGE RILEY: I understand that.

20 MR. DYER: It should be current because every
21 month I pay it. So I don't know where you're
22 getting your information from. I have receipts.

1 MR. COLEMAN: Okay --

2 MR. DYER: Here's my last payment right here. I

3 just paid this, as a matter of fact -- I don't know

4 if that was the first one --

5 MR. COLEMAN: As I say, as of yesterday it

6 hasn't hit the account.

7 MR. DYER: Well, probably not. But I'm just

8 saying that every month I make sure I pay the bill.

9 JUDGE RILEY: Right.

10 MR. DYER: And that's how I've been ever since

11 I've been dealing with Nicor. I might be behind a

12 month, but I catch right back up.

13 JUDGE RILEY: I understand.

14 MR. DYER: I don't try to fall back because then

15 it doubles up on me.

16 JUDGE RILEY: Do you remember when you sent the

17 last payment in, because Nicor said it --

18 MR. DYER: Yesterday.

19 JUDGE RILEY: Oh, it was yesterday. So it's

20 going to take a while.

21 MR. DYER: It was like 40- --

22 MR. COLEMAN: Do you know how much you sent,

1 Mr. Dyer?

2 MR. DYER: I sent the amount per bill.

3 MR. COLEMAN: So it was just for the month of
4 June?

5 MR. DYER: Yeah, \$40.66, right here
6 (indicating).

7 MR. COLEMAN: And so it's just for the month of
8 June. So we still have April and May outstanding.

9 MR. DYER: I paid those, man. I paid those.

10 MR. COLEMAN: I'm sorry. With respect to the
11 last payment that we show is April 19th, sir.

12 MR. DYER: Okay. I've got to find all those
13 receipts because I've been paying everything and
14 brought this thing up currently because this was the
15 last bill I got here, 7-15, for the month of
16 6-16 to 7-15, \$40.66. I paid that yesterday.

17 JUDGE RILEY: All right. But Nicor is correct,
18 the usage does have to be brought current. Anything
19 else in dispute is held in abeyance until the matter
20 is resolved one way or the other.

21 But let's give Nicor some time to
22 check with their field technicians to find out what

1 the condition of the pipe is and whatever answers
2 they need to get.

3 MR. PADRON: Thank you.

4 JUDGE RILEY: How much time are you going to
5 need, Mr. Padron?

6 MR. PADRON: If we could have a status maybe
7 sometime mid-August -- Mr. Coleman is telling me
8 that he's gone from the 13th of August to the 20th,
9 so perhaps August 24th, it's a Wednesday.

10 JUDGE RILEY: Mr. Dyer, would that be good for
11 you to come back and find out what the results of
12 Nicor's investigation would be?

13 MR. DYER: When is this, the 24th?

14 JUDGE RILEY: August 24, 10:00 a.m.

15 MR. DYER: Yeah.

16 JUDGE RILEY: It's just about a month away.

17 MR. PADRON: And it'll probably give Mr. Dyer
18 some time to find those receipts. We'll certainly
19 credit your account if there's been other payments
20 besides the payment you made yesterday.

21 MR. DYER: Okay. Did you show one paid for the
22 month -- for the 5th month, that would be -- for the

1 6th month, 5-16 to 6-16?

2 MR. COLEMAN: No.

3 MR. DYER: Here's the sheet right here. I paid
4 it.

5 MR. COLEMAN: This is just a payment that you
6 made for yesterday. This isn't your most recent
7 bill. This is from --

8 MR. DYER: Yeah, okay.

9 MR. COLEMAN: -- 5-16 to 6-16.

10 MR. DYER: Yeah, all right.

11 MR. COLEMAN: That's not your most recent bill.

12 MR. DYER: So you're saying it's behind for how
13 many months now?

14 MR. COLEMAN: From April. April to current,
15 June.

16 MR. DYER: Okay. That would be what?

17 MR. COLEMAN: Three months.

18 MR. DYER: It shouldn't be.

19 MR. PADRON: Just for the record, the receipt
20 that Mr. Dyer tendered to us is a receipt from
21 July 20th, 2011, which is yesterday, for \$42.74.

22 JUDGE RILEY: Okay.

1 I think we have covered everything
2 that we can cover so far today.

3 MR. DYER: Would I have had a choice for you not
4 to move that meter? I'm just curious.

5 MR. COLEMAN: Certainly, if you didn't want --

6 MR. DYER: If I would have known that, I would
7 have told you to leave the meter in the house. I
8 was fine before you changed the meter.

9 MR. COLEMAN: Yeah, there was -- the only time
10 we move a meter is at the customer's request.

11 MR. DYER: I did not request that, sir. You
12 guys came out and they told me they're moving the
13 meter. They were doing that in all the
14 neighborhoods. So I was under the --

15 MR. COLEMAN: And that may be --

16 MR. DYER: -- belief --

17 THE REPORTER: I can't hear you, sir.

18 MR. COLEMAN: I'm sorry. That may be in the
19 City of Oak Park. We did do revisions in Oak Park.

20 MR. DYER: No, this was in Maywood.

21 MR. COLEMAN: In that area -- I'm sorry, in that
22 area.

1 MR. DYER: I was under the impression that this
2 is a mandatory thing that the Gas Company did. I
3 didn't know that -- you're saying that I requested
4 that?

5 MR. PADRON: No, no. I believe what
6 Mr. Coleman was --

7 MR. DYER: What kind of stuff is this?

8 MR. PADRON: My understanding is that Nicor
9 right now is in the process of moving meters that
10 were inside to the outside for various reasons,
11 including safety, including ease of reading the
12 meter and those sort of issues. So I know that
13 Nicor -- it's just not you, Mr. Dyer. We are in the
14 process of moving these meters from --

15 MR. DYER: I understand that, sir. But is
16 that -- is it mandatory? I mean, is it something
17 that if they -- I mean, if I don't request it, they
18 won't do it?

19 MR. COLEMAN: Like Mr. Padron said, for safety
20 reasons and certainly for meter reading issues.

21 MR. DYER: You know what -- I mean, it's a good
22 thing to move it outside because there's a problem,

1 every year a technician has to come in and read it
2 and then you're given an average, you're not giving
3 me an exact meter reading.

4 MR. COLEMAN: That's correct, we estimate.

5 MR. DYER: But since it becomes a problem, would
6 I have had a choice to have the meter left in
7 there --

8 MR. PADRON: I don't know --

9 MR. DYER: -- that's my question. If I would
10 have known that, I would have said, Just leave the
11 meter. Leave it alone. Don't disturb nothing.

12 MR. PADRON: And the answer to your question --

13 MR. DYER: I wouldn't have this hassle here.

14 MR. PADRON: -- the answer to your question is
15 I'm not sure. I don't know --

16 MR. DYER: Well, he's saying that I requested
17 it.

18 MR. COLEMAN: No, no, I said general --

19 MR. DYER: I'm confused.

20 JUDGE RILEY: Mr. Dyer, let's let Nicor get
21 their -- conclude their investigation.

22 MR. DYER: Whatever. This thing has been going

1 on for several months now. It's --

2 JUDGE RILEY: I understand.

3 MR. DYER: -- an inconvenience for me. You
4 think I don't work? I got to take off today. Who's
5 going to pay me?

6 JUDGE RILEY: No, I understand.

7 MR. DYER: Now, I've got to come back again
8 because you sent a construction crew out there that
9 messed up, that's what they did. They were no good.

10 MR. PADRON: If --

11 MR. DYER: They caused a gas leak out there.

12 MR. PADRON: If Judge Riley is amenable to this
13 suggestion, if we're going to set a status for
14 8-24 at 10:00 a.m., I have no problem with you,
15 Mr. Dyer, partaking in that status via phone, if
16 that's easier for you, if the Judge is okay with
17 that since it's not for an evidentiary hearing, it's
18 simply for status.

19 Judge?

20 MR. DYER: Yeah, that would be fine with me.

21 JUDGE RILEY: Certainly. As long as we have a
22 clear connection and I have a phone number where I

1 can reach you.

2 MR. DYER: Okay.

3 JUDGE RILEY: Do you have a work phone that we
4 can reach you at?

5 MR. DYER: No, I just have my cell phone. I
6 don't use --

7 JUDGE RILEY: Could you give me your cell phone
8 number so we can track you down?

9 MR. DYER: Sure. It's 708- --

10 JUDGE RILEY: 708- --

11 MR. DYER: -- 228- --

12 JUDGE RILEY: -- 228- --

13 MR. DYER: -- 8227.

14 JUDGE RILEY: -- 8227. Okay. I will contact
15 you at that number on the 24th at 10:00 a.m.

16 MR. DYER: Okay.

17 JUDGE RILEY: And we'll find out what Nicor has
18 learned and we'll see where we go from there.

19 MR. COLEMAN: And I'd also like to say, if you
20 have any questions about the billing, if you had
21 some additional payments, you certainly have my
22 number. If you don't want to speak with me you can

1 contact John Schwab and John will contact me.

2 MR. DYER: Okay. I will contact him because I

3 could never get you.

4 MR. COLEMAN: Sure.

5 MR. DYER: Every time I call, you're not there.

6 I leave a message, you never call me back.

7 MR. COLEMAN: I'm out a lot. And I did return

8 your calls, sir.

9 MR. DYER: I'm just wasting my time trying to

10 contact you.

11 JUDGE RILEY: Well, let's see what Nicor finds

12 out. And we'll reconvene by phone on the 24th --

13 MR. DYER: Okay, sir.

14 JUDGE RILEY: -- and we'll see where we stand

15 then.

16 (Whereupon, the above-entitled

17 matter was continued to

18 August 24th, 2011.)

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